

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION
C/A # 4:12-cv-03271-RBH**

Starr Indemnity & Liability Company,

Plaintiff,

Vs.

JCW Holdings, LLC, Extreme Fitness,
LLC, Jason Weatherford, and Jonathan
Weatherford,

Defendants.

**DEFENDANT, JONATHAN
WEATHERFORD'S, ANSWER
AND COUNTERCLAIM**

**[Jury Trial Requested Pursuant
to FRCP 38(b)]**

The Defendant, Jonathan Weatherford, responding to the Complaint, alleges:

**FOR A FIRST DEFENSE
(Answer)**

1. That each and every allegation contained in the Complaint is denied unless otherwise admitted, qualified, or explained.
2. That the Defendant, Jonathan Weatherford, admits the allegations contained in paragraphs one, two, three, four, five, and six.
3. That the Defendant, Jonathan Weatherford, admits so much of the allegations contained in paragraph seven relating to jurisdiction and venue.

4. That the Defendant, Jonathan Weatherford, denies the allegations contained in paragraphs eight, nine, ten, eleven, twelve, thirteen, fourteen, and fifteen upon lack of information and belief and demands strict proof thereof.
5. That the Defendant, Jonathan Weatherford, admits the allegations of paragraphs sixteen and seventeen.
6. That the Defendant, Jonathan Weatherford, admits so much of the allegations of paragraph eighteen as allege that on or about January 17, 2012, he sustained an injury while doing pull-ups; that the remaining allegations of paragraph eighteen are denied.
7. That the Defendant, Jonathan Weatherford, denies the allegations contained in paragraphs nineteen, twenty, twenty-one, twenty-two, and twenty-three upon lack of information and belief and demands strict proof thereof.
8. That the Defendant, Jonathan Weatherford, admits so much of paragraph twenty-four as alleges that Starr Indemnity & Liability Company has a duty to indemnify and defend an insured under the subject policy and that JCW Holdings, LLC is an insured under the subject policy; that the remaining allegations of paragraph twenty-four are denied upon lack of information and belief and demands strict proof thereof.
9. That the Defendant, Jonathan Weatherford, denies the allegations of paragraphs twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-

six, thirty-seven, thirty-eight, thirty-nine, forty, forty-one, forty-two, forty-three, and forty-four upon lack of information and belief and demands strict proof thereof.

10. That the Defendant, Jonathan Weatherford, admits the allegations of paragraphs forty-five, forty-six, and forty-seven.

**FOR A SECOND DEFENSE
(By Way of Counterclaim)**

11. That the Defendant, Jonathan Weatherford, adopts the jurisdictional allegations of the Complaint for purposes of this counterclaim.
12. That the subject policy affords coverage to JCW Holdings, LLC by virtue of its stated business purpose as the commercial operator of a health or exercise facility; by virtue of Section I of the subject policy obligating the Plaintiff to pay damages because of “bodily injury” to which this insurance applies in that this Defendant did sustain “bodily injury” within the terms of the subject policy caused by an “occurrence” in terms of the subject policy which occurred in the “coverage territory” of the subject policy during the policy period of January 5, 2012 through January 5, 2013; further, under the provisions of Section II as a limited liability company “with respect to the conduct of your business” including members of your limited liability company including the Defendant, Jason Weatherford, as a “member” of JCW Holdings, LLC.

WHEREFORE, having answered the Plaintiff's Complaint, the Defendant, Jonathan Weatherford, prays as follows:

- (a) That the court inquire into the matters and things set forth therein;
- (b) That this declaratory judgment action be decided in favor of the Defendant, Jonathan Weatherford, so that coverage under the aforementioned policy is established as to the Defendants, JCW Holdings, LLC and Jason Weatherford;
- (c) For a right to trial by jury on all factual allegations; and,
- (d) For such other and further relief as may be just and proper.

Florence, South Carolina

January 14, 2013

s/William P. Hatfield

WILLIAM P. HATFIELD,

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Jonathan Weatherford

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